

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

RENUKA MISRA

Plaintiff,

v.

XECHEM INTERNATIONAL, INC.,

Defendant.

Civil Action No.: 08 CV 03231

AFFIDAVIT OF RAMESH PANDEY

1. I am over the age of twenty-one years, and am competent to state under oath all of the following, of which I have personal knowledge.

2. From 1994 to the present, I have been a member of the Board of Directors of Xechem International, Inc. ("Xechem"), a development-stage biopharmaceutical company engaged in the research, development and production of niche generic and proprietary drugs from natural sources. From 1994 through July 2007, I was the Chairman, Chief Executive Officer and President of Xechem.

3. Renuka Misra ("Misra") was employed by Xechem from 1991 through 2007. During her tenure, she held the positions of Senior Scientist and Director of Natural Products Research, and was a member of Xechem's Scientific Advisory Board since the Company went public in 1994.

4. In 1994, Misra, at the direction of Xechem, opened a Xechem office in Frederick, Maryland.¹ The Frederick, Maryland office was opened because Misra was a Maryland resident and was Xechem's principal liaison with the National Institutes of Health (located in Bethesda,

¹ The Frederick, Maryland office was out of Misra's residence. Misra, and thus Xechem's Maryland office, eventually moved to Gaithersburg, Maryland.

Maryland). Attached hereto as Exhibit A are true and correct copies of business cards that Xechem printed for Misra, which lists both the Frederick, Maryland and New Brunswick, New Jersey offices of Xechem.

5. Between 1994 and 2007, Xechem regularly conducted business out of the Maryland office. Specifically, Misra was integral in, among many other contributions, obtaining grants for Xechem in dealing with the National Institutes of Health (NIH), contributing to the procurement of Orphan Drug Designation from the Food and Drug Administration (FDA) for NICOSAN™ (a drug developed by Xechem to treat Sickle Cell Disease), and participating in the preparation of documents on behalf of Xechem for submission to U.S. and European Union regulatory authorities. Misra performed work in connection with these projects – including preparing and pursuing grant applications and regularly corresponding with officials from NIH, FDA, and other U.S. and foreign regulatory authorities – from Xechem's Maryland office.

6. Misra was entitled to, and did regularly receive, reimbursement for expenses incurred in connection with conducting regular business out of Xechem's Maryland office. Attached hereto as Exhibit B is a true and correct copy of a July 19, 1995 letter that Xechem sent to Misra at the Maryland office, which confirms her entitlement to such reimbursements.

7. Pursuant to her employment agreement with Xechem, Misra was entitled to and (until recently) did receive an annual salary of \$60,000 and a full benefits package including healthcare and retirement benefits. All of Misra's paychecks were sent to her at Xechem's Maryland office. Attached hereto as Exhibit C are true and correct copies of several paychecks that were mailed by Xechem to Misra in Maryland. Xechem withheld portions of Misra's paychecks for, among other things, payment of Maryland payroll taxes. Attached hereto as Exhibit D is a true and correct copy of Misra's 2007 Form W-2 Wage and Tax Statement.

8. In addition to providing critical professional services to Xechem, beginning in 1991, Renuka Misra made a series of loans to Xechem. These loans were eventually consolidated into one promissory note in the amount of \$298,300, dated August 23, 2005 (the “First Promissory Note”), which I signed as Chairman and Chief Executive Officer of Xechem. Attached hereto as Exhibit E is a true and correct copy of the First Promissory Note.

9. The First Promissory Note expressly obligated Xechem to make payments of principal and interest to Misra’s address in Maryland. Xechem regularly made interest payments to Misra at the Maryland address.

10. Misra loaned an additional \$150,000 to Xechem, as evidenced by a May 1, 2005 promissory note (the “Second Promissory Note”), which I signed as Chairman and Chief Executive Officer of Xechem. Attached hereto as Exhibit F is a true and correct copy of the Second Promissory Note.

11. The Second Promissory Note expressly obligated Xechem to make payments of principal and interest to Misra’s address in Maryland. Xechem regularly made interest payments to Misra at the Maryland address.


12. Attached hereto as Exhibit G are true and correct copies of the several interest payments on the First and Second Promissory Notes that were mailed to Misra in Maryland.

13. Xechem was aware that Misra filed a lawsuit against Xechem in the United States District Court for the District of Maryland before an answer was due in that lawsuit. Indeed, on February 27, 2008, Xechem publicly filed a Form 8-K with the U.S. Securities and Exchange Commission acknowledging the existence of the lawsuit. Attached hereto as Exhibit H is a true and correct copy of the February 27, 2008 Form 8-K.

14. In 1994, Leonard Mudry ("Mudry") became the first Vice President of Finance of Xechem, and later became a member of the Board of Directors. Mudry later became a Senior Vice President of Xechem. I understand that Xechem contends that Mudry is currently a "consultant" to Xechem. Regardless of his title, Mudry is extremely integrated with Xechem. In his current position, Mudry oversees Xechem's accounting operations. Additionally, Mudry reviews Xechem's filings with the U.S. Securities and Exchange Commissions, including Xechem's Form 8-Ks and 10-Ks. Mudry is in constant contact with the officers and members of the Board of Directors of Xechem, including Stephen Burg and Robert Swift. Mudry is also in frequent contact with Xechem's stock transfer agent and its corporate attorney, Mitchell Goldsmith.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: August 1st, 2008



Ramesh C. Pandey, Ph.D.

EXHIBIT

A



RENUKA MISRA, Ph. D.

Director
Natural Products Research

Frederick, MD Office
1405 KEY PARKWAY EAST
UNIT #201-A
FREDERICK, MD 21702
TEL: (301) 695-9225
FAX: (301) 330-5098

Xechem, Inc. Corporate Office
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279
TEL: (908) 247-3300
FAX: (908) 247 4090



RENUKA MISRA, Ph. D.

Director
Natural Products Research

Frederick, MD Office
1405 KEY PARKWAY EAST
UNIT #201-A
FREDERICK, MD 21702
TEL: (301) 695-9225
FAX: (301) 330-5098

Xechem, Inc. Corporate Office
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279
TEL: (908) 247-3300
FAX: (908) 247 4090

EXHIBIT

B



Biomedical Research, Development and Manufacturing

July 19, 1995

Renuka Misra, Ph.D.
1405 Key Parkway East, Unit 201A
Frederick, MD 21702

Dear Dr. Misra:

In a recent discussion with Dr. Pandey, I was informed that as Director, Natural Products, you are now devoting 50% of your time to Xechem research. In recognition of this increase of time and the excellent results that have been achieved, your annual salary has been increased from \$24,000 to \$60,000. The effective date of this increase was June 1, 1995. The July 24, 1995 payroll will reflect the new rate and a check for the retroactive amount will also be issued.

I would also request that for any telephone calls which you make related to Xechem business, please submit the telephone to me on a monthly basis for reimbursement.

Xechem also offers medical and dental coverage to its employees. Enclosed is a brief summary of each plan. The cost per payroll for the medical and dental plans is \$12.96 and \$2.12 respectively. If you are interested in participating in either or both of these plans, please complete the enclosed form(s) and return to my attention.

Should you have any questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Leonard A. Mudry'.

Leonard A. Mudry
VP - Finance & Operations

LAM/kz
Enclosure

Xechem, Inc.

100 Jersey Ave., Bldg. B, Suite 310 • New Brunswick, NJ 08901-3279
Telephone (908) 247-3300 • Fax (908) 247-4090

EXHIBIT

C

XECHEM INC.
879 THORNALL STREET
6TH FLOOR
EDISON, NJ 08837-3279

9382-000102

1-0002
210

10/15/2007

5837

DATE

CHECK NO.

PAY TO THE
ORDER OF

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

VOID

AMOUNT

VOID**THIS IS NOT A CHECK****VOID****THIS IS NOT A CHECK**

JP MORGAN CHASE BANK
NEW YORK, NY 10019

DEPOSIT ACCOUNT
003923285938

DEPOSIT AMOUNT
*****1571.72

**** Non Negotiable ****

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

YOUR BANKING

ITEM	AMOUNT	DEPOSIT TO ACCT #
NET	1571.72	003923285938

EARNINGS

HOURS

RATE

AMOUNT

FOLD AND REMOVE

YTD AMOUNT

REGULAR

2500.00

TOTAL EARNINGS

2500.00

68750.00

EMPLOYER INFORMATION

XECHEM INC.
879 THORNALL STREET
6TH FLOOR
EDISON, NJ 08837-3279

FILING STATUS

TAX TYPE

AMOUNT

YTD AMOUNT

S 02
S 00

SOC SEC
MEDICARE
FEDERAL
MD

152.12
35.58
295.75
00.00

4202.02
982.80
8917.65
2820.18

PAY PERIOD 10/01/07 TO 10/15/07
CHECK DATE 10/15/07 CHECK # 5837

TOTAL WITHHOLDINGS

581.78

16922.65

PERSONAL INFORMATION

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

ADJUSTMENTS

AMOUNT

YTD AMOUNT

OTHER COMP

S125MEECMP
PX401EEPRE
PX401ERMAT

46.50 -
300.00 -
100.00

976.50 -
6150.00 -
2050.00

TOTAL ADJUSTMENTS

346.50-

Payroll by Paychex, Inc.

Case 1:08-cv-01331-PGA
XECHEM, INC.
379 THORNALL STREET
6TH FLOOR
EDISON, NJ 08837-3279

1-800-2
210

09/14/2007

5825

DATE

CHECK NO.

PAY TO THE
ORDER OF

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

VOID

AMOUNT

JP MORGAN CHASE BANK
NEW YORK, NY 10019

DEPOSIT ACCOUNT
003923285938

DEPOSIT AMOUNT
*****1571.72

** Non Negotiable **

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

YOUR BANKING

ITEM	AMOUNT	DEPOSIT TO ACCT #
NET	1571.72	003923285938

EARNINGS

REGULAR

HOURS RATE

AMOUNT
2500.00

YTD AMOUNT

TOTAL EARNINGS

2500.00

66250.00

EMPLOYER INFORMATION

M, INC.
THORNALL STREET
6TH FLOOR
EDISON, NJ 08837-3279

FILING STATUS

S 02
S 00

TAX TYPE

SOC SEC
MEDICARE
FEDERAL
MD

AMOUNT

152.12
39.58
295.75
98.33

YTD AMOUNT

4049.90
947.22
8621.90
2721.85

PAY PERIOD 09/01/07 TO 09/15/07
CHECK DATE 09/14/07 CHECK # 5825

TOTAL WITHHOLDINGS

581.78

16340.87

PERSONAL INFORMATION

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

SS# XXX-XX-8846 EMPL# 000007 DEPT# 000102

ADJUSTMENTS

OTHER COMP

S125MEECMP
PX401EEPRE
PX401ERMAT

AMOUNT

46.50 -
300.00 -
100.00

YTD AMOUNT

930.00 -
5850.00 -
1950.00

TOTAL ADJUSTMENTS

346.50-

Case 1:08-cv-00231-V-D-000102
XECHEM, INC.
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

Page 4 of 6

08/15/2007

5812

DATE

CHECK NO.

PAY TO THE
ORDER OF

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

VOID

AMOUNT

VOID THIS IS NOT A CHECK **VOID** THIS IS NOT A CHECK **

JP MORGAN CHASE BANK
NEW YORK, NY 10019

DEPOSIT ACCOUNT
003923285938

DEPOSIT AMOUNT
*****1571.72

** Non Negotiable **

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

YOUR BANKING

ITEM	AMOUNT	DEPOSIT TO ACCT #
NET	1571.72	003923285938

EARNINGS

HOURS

RATE

AMOUNT

YTD AMOUNT

REGULAR

2500.00

TOTAL EARNINGS

2500.00

63750.00

EMPLOYER INFORMATION

XECHEM, INC.
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

FILING STATUS

TAX TYPE

AMOUNT

YTD AMOUNT

S 02
S 00

SOC SEC
MEDICARE
FEDERAL
MD

152.12
35.58
295.75
98.33

3897.78
911.64
8326.15
2623.52

PAY PERIOD 08/01/07 TO 08/15/07
CHECK DATE 08/15/07 CHECK # 5812

TOTAL WITHHOLDINGS

581.78

15759.09

PERSONAL INFORMATION

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

ADJUSTMENTS

AMOUNT

YTD AMOUNT

OTHER COMP

S125MEECMP
PX401EEPRE
PX401ERMAT

46.50 -
300.00 -
100.00
883.50 -
5550.00 -
1850.00

TOTAL ADJUSTMENTS

346.50-

SS# XXX-XX-8846 EMPL# 000007 DEPT# 000102

PAYCHEX PAYCHEX PAYCHEX
XEEHEM INC
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

#E08012008 Page 5 of 6
07/06/2007 5786
DATE CHECK NO.
1-0002
210

PAY TO THE ORDER OF
RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

VOID
AMOUNT

VOID*THIS IS NOT A CHECK***VOID***THIS IS NOT A CHECK**
JP MORGAN CHASE BANK DEPOSIT ACCOUNT DEPOSIT AMOUNT
NEW YORK, NY 10019 003923285938 ****12434.50
** Non Negotiable **
AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE.

FOLD AND REMOVE FOLD AND REMOVE

YOUR BANKING		
ITEM	AMOUNT	DEPOSIT TO ACCT
NET	12434.50	003923285938

EARNINGS	HOURS	RATE	AMOUNT	YTD AMOUNT
REGULAR			17500.00	

TOTAL EARNINGS 17500.00 58750.00

EMPLOYER INFORMATION
XEEHEM, INC.
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

FILING STATUS	TAX TYPE	AMOUNT	YTD AMOUNT
	SOC SEC	1085.00	3593.54
S 02	MEDICARE	253.75	840.48
S 00	FEDERAL	2919.25	7734.65
	MD	807.50	2426.86

PAY PERIOD 07/01/07 TO 07/15/07
CHECK DATE 07/06/07 CHECK # 5786

TOTAL WITHHOLDINGS 5065.50 14595.53

PERSONAL INFORMATION
RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702
SS# XXX-XX-8846 EMPL# 000007 DEPT# 000102

ADJUSTMENTS	AMOUNT	YTD AMOUNT
	S125MEECMP	790.50 -
	PX401EEPPE	4950.00 -
OTHER COMP	PX401ERMAT	1650.00

XECHEM, INC.
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

1-0002
210

07/13/2007

5795

DATE

CHECK NO.

PAY TO THE
ORDER OF

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

****VOID****

AMOUNT

****VOID****THIS IS NOT A CHECK****VOID****THIS IS NOT A CHECK****

JP MORGAN CHASE BANK
NEW YORK, NY 10019

DEPOSIT ACCOUNT
003923285938

DEPOSIT AMOUNT
*****1571.72

**** Non Negotiable ****

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

YOUR BANKING

ITEM	AMOUNT	DEPOSIT TO ACCT #
NET	1571.72	003923285938

EARNINGS

HOURS

RATE

AMOUNT

FOLD AND REMOVE

YTD AMOUNT

REGULAR			2500.00	
---------	--	--	---------	--

TOTAL EARNINGS

2500.00

61250.00

EMPLOYER INFORMATION

XECHEM, INC.
100 JERSEY AVENUE
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901-3279

FILING STATUS

TAX TYPE

AMOUNT

YTD AMOUNT

S 02
S 00

SOC SEC
MEDICARE
FEDERAL
MD

152.12
35.58
295.75
98.33

3745.66
876.06
8030.40
2525.19

PAY PERIOD 07/01/07 TO 07/15/07
CHECK DATE 07/13/07 CHECK # 5795

PERSONAL INFORMATION

RENUKA MISRA
1405 KEY PARKWAY EAST #201A
FREDERICK MD 21702

SS# XXX-XX-8846 EMPL# 000007 DEPT# 000102

TOTAL WITHHOLDINGS

581.78

15177.31

ADJUSTMENTS

AMOUNT

YTD AMOUNT

OTHER COMP

S125MEECMP
PX401EEP
PX401ERMAT

46.50 -
300.00 -
100.00

837.00 -
5250.00 -
1750.00

TOTAL ADJUSTMENTS

346.50-

EXHIBIT

D

Form W-2 Wage and Tax Statement 2007

Case 1:08-cv-01271-2 Filed 08/01/08 Page 5 of 5

a Control number 0022-9382 000007-000102		c Employer's name, address, and ZIP code XEICHEM INC 100 JERSEY AVENUE BLDG B, STE 310 NEW BRUNSWICK NJ 08901		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008	
b Employer's identification number 36-3696864		d Employee's social security number 508-68-8846			
13 Statutory employee Retirement plan Third-party sick pay		14 Other			
12 See Instrs. for Box 12 D 6150.00		e Employee's name, address, and ZIP code RENUKA MISRA 1405 KEY PARKWAY EAST #201A FREDERICK MD 21702			
15 State MD		Employer's state ID No. 06802723		16 State wages, tips, etc. 61623.50	
				17 State income tax 2820.18	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

This information is being furnished to the Internal Revenue Service

Copy B, to be filed with employees FEDERAL tax return

Form W-2 Wage and Tax Statement 2007

a Control number 0022-9382 000007-000102		c Employer's name, address, and ZIP code XEICHEM INC 100 JERSEY AVENUE BLDG B, STE 310 NEW BRUNSWICK NJ 08901		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008	
b Employer's identification number 36-3696864		d Employee's social security number 508-68-8846			
13 Statutory employee Retirement plan Third-party sick pay		14 Other			
12 See Instrs. for Box 12 D 6150.00		e Employee's name, address, and ZIP code RENUKA MISRA 1405 KEY PARKWAY EAST #201A FREDERICK MD 21702			
15 State MD		Employer's state ID No. 06802723		16 State wages, tips, etc. 61623.50	
				17 State income tax 2820.18	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

This information is being furnished to the Internal Revenue Service

Copy 2, to be filed with employees tax return for MD

Form W-2 Wage and Tax Statement 2007

a Control number 0022-9382 000007-000102		c Employer's name, address, and ZIP code XEICHEM INC 100 JERSEY AVENUE BLDG B, STE 310 NEW BRUNSWICK NJ 08901		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008	
b Employer's identification number 36-3696864		d Employee's social security number 508-68-8846			
13 Statutory employee Retirement plan Third-party sick pay		14 Other			
12 See Instrs. for Box 12 D 6150.00		e Employee's name, address, and ZIP code RENUKA MISRA 1405 KEY PARKWAY EAST #201A FREDERICK MD 21702			
15 State MD		Employer's state ID No. 06802723		16 State wages, tips, etc. 61623.50	
				17 State income tax 2820.18	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

This information is being furnished to the Internal Revenue Service

Form W-2 Wage and Tax Statement 2007

a Control number 0022-9382 000007-000102		c Employer's name, address, and ZIP code XEICHEM INC 100 JERSEY AVENUE BLDG B, STE 310 NEW BRUNSWICK NJ 08901		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008	
b Employer's identification number 36-3696864		d Employee's social security number 508-68-8846			
13 Statutory employee Retirement plan Third-party sick pay		14 Other			
12 See Instrs. for Box 12 D 6150.00		e Employee's name, address, and ZIP code RENUKA MISRA 1405 KEY PARKWAY EAST #201A FREDERICK MD 21702			
15 State MD		Employer's state ID No. 06802723		16 State wages, tips, etc. 61623.50	
				17 State income tax 2820.18	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

This information is being furnished to the Internal Revenue Service

EXHIBIT

E



Xechem International, Inc.
New Brunswick Technology Center
100 Jersey Avenue
Building B, Suite 310
New Brunswick, NJ 08901-3279
(732) 247-3300
(732) 247-4090 Fax
E-mail: xechem@erols.com

Promissory Note

Date: August 23, 2005
New Brunswick, New Jersey

XECHEM INTERNATIONAL, INC., with an address at New Brunswick Technology Center, 100 Jersey Avenue, Building B, Suite 310, New Brunswick, New Jersey 08901 (the "Maker"), for value received, hereby promises to pay to Renuka Misra, 1405 Key Parkway East, Unit 201 A, Frederick, MD 21702, or registered assigns (the "Holder"), the principal amount of Two Hundred Ninety Eight Thousand and Three Hundred US Dollars (\$298,300), in a single payment on August 22, 2006 (the "Maturity Date") or earlier and an option to purchase 5,966,000 shares of Common Stock of Xechem International, Inc. at \$.01, within the period from August 23, 2005 to August 22, 2010, for the help to make the loan to the Company. The Holder of the share will have the registration rights. Simple interest at the rate of 12% per annum will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Note represents the Maker's obligations to repay loans made by the Holder on August 23, 2005 (the "Loan Date").

1. Payments.

(a) Interest on this Note shall be paid at the rate of 12% on the principal balance from the Loan Date on the 1st day of the following month with 10 days grace period, to but excluding the date of payment. The entire amount of principal and balance of interest owed hereunder shall be due and payable in cash on the date of maturity or earlier. All past due principal and interest shall bear interest from maturity date until paid in full at the rate of 15%, unless otherwise mutually agreed by both parties in writing.

(b) If the Maturity Date would fall on a day that is not a Business Day (as defined below), the payment due on the Maturity Date may be made on the next succeeding Business Day with the same force and effect as if made on the Maturity Date. "Business Day" means any day which is not a Saturday or Sunday and is not a day on which banking institutions are generally authorized or obligated to close in the City of New York, New York.

(c) The Maker may, at its option, prepay all or any part of the principal of this Note, without payment of any premium or penalty in cash. All payments on this Note shall be applied first to interest hereon and the balance to the payment of principal hereof.

(d) Payments of principal and interest on this Note shall be made by check to the Holder's address set forth above or to such other address as the Holder may designate for such purpose from time to time by written notice to the Maker.

B. Rm

(e) The obligations to make the payments provided for in this Note are absolute and unconditional and not subject to any defense, set-off, counterclaim, rescission, recoupment, or adjustment whatsoever.

(f) This Note may be amended only by a written instrument executed by the Maker and the Holder. Any amendment shall be endorsed upon this Note, and all future Holders shall be bound thereby.

(g) This Note shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflict of laws.

IN WITNESS WHEREOF, the Maker and the Holder have caused this Note to be executed and dated the day and year first above written.

NOTE HOLDER

XECHEM INTERNATIONAL, INC.

By: Renuka Misra
Name: Renuka Misra, Ph.D.

By: R. Pandey
Name: Ramesh C. Pandey, Ph.D.
Title: Chairman/CEO

SS #: 508-68-8846

Address: 1405 Key Parkway East
Unit 201 A
Frederick, MD 21702

EXHIBIT

F

Xechem International, Inc.
New Brunswick Technology Center
100 Jersey Avenue
Building B, Suite 310
New Brunswick, NJ 08901-3279
(732) 247-3300
(732) 247-4090 Fax
E-mail: xechem@erols.com

Promissory Note

Date: May 1st, 2005
New Brunswick, New Jersey

XECHEM INTERNATIONAL, INC., with an address at New Brunswick Technology Center, 100 Jersey Avenue, Building B, Suite 310, New Brunswick, New Jersey 08901 (the "Maker"), for value received, hereby promises to pay to Renuka Misra, 1405 Key Parkway East, Unit 201 A, Frederick, MD 21702, or registered assigns (the "Holder"), the principal amount of One Hundred and Fifty Thousand US Dollars (\$150,000.00), in a single payment on November 1st, 2005 (the "Maturity Date") or earlier and an option to purchase 1,500,000 shares of Common Stock of Xechem International, Inc. at \$.005 for the help to make the loan to the Company. The Holder of the share will have the registration rights. Simple interest at the rate of 12% per annum will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Note represents the Maker's obligations to repay loans made by the Holder on May 1st, 2005 (the "Loan Date").

1. Payments.

(a) Interest on this Note shall be paid at the rate of 12% on the principal balance from the Loan Date on the 1st day of the following month with 10 days grace period, to but excluding the date of payment. The entire amount of principal and balance of interest owed hereunder shall be due and payable in cash on the date of maturity or earlier. All past due principal and interest shall bear interest from maturity date until paid in full at the rate of 15%.

(b) If the Maturity Date would fall on a day that is not a Business Day (as defined below), the payment due on the Maturity Date may be made on the next succeeding Business Day with the same force and effect as if made on the Maturity Date. "Business Day" means any day which is not a Saturday or Sunday and is not a day on which banking institutions are generally authorized or obligated to close in the City of New York, New York.

(c) The Maker may, at its option, prepay all or any part of the principal of this Note, without payment of any premium or penalty in cash. All payments on this Note shall be applied first to six months interest hereon and the balance to the payment of principal hereof.

(d) Payments of principal and interest on this Note shall be made by check to the Holder's address set forth above or to such other address as the Holder may designate for such purpose from time to time by written notice to the Maker.

Be

Renuka Misra, Ph.D.
Promissory Note – May 1st, 2005
Page 2 of 2

(e) The obligations to make the payments provided for in this Note are absolute and unconditional and not subject to any defense, set-off, counterclaim, rescission, recoupment, or adjustment whatsoever.

(f) This Note may be amended only by a written instrument executed by the Maker and the Holder. Any amendment shall be endorsed upon this Note, and all future Holders shall be bound thereby.

(g) This Note shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflict of laws.

IN WITNESS WHEREOF, the Maker and the Holder have caused this Note to be executed and dated the day and year first above written.

NOTE HOLDER

XECHEM INTERNATIONAL, INC.

By: Renuka Misra
Name: Renuka Misra, Ph.D.

By: R. Pandey
Name: Ramesh C. Pandey, Ph.D.
Title: Chairman/CEO

SS #: 508-68-8846

Address: 1405 Key Parkway East
Unit 201 A
Frederick, MD 21702

EXHIBIT

G

XECHEM, INC.

24561

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	INTEREST - DEC 2006				2,983.00
	INTEREST - JAN 2007				2,983.00
	(LONG-TERM LOAN)				
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
1/22/07	24561	Dr. Renuka Misra		\$5,966.00	

XECHEM, INC.
100 JERSEY AVE.
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901

THE
BANK OF
NEW
YORK
55-271/212

24561

Memo:

24561

Jan 22, 2007

*****\$5,966.00

CHECK NO.

DATE

AMOUNT

PAY TO THE ORDER OF: Five Thousand Nine Hundred Sixty-Six and 00/100 Dollars

Dr. Renuka Misra
1405 KEY PARKWAY EAST
UNIT 201A
FREDERICK, MD 21702

VOID AFTER 60 DAYS

Randey
AUTHORIZED SIGNATURE

⑈024561⑈ ⑆021202719⑆ ⑈6104936294⑈

Details on back



XECHEM, INC.

24701

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	INT. - FEB 2007				
	INT. - MAR 2007				2,983.00
	INT. - APR 2007				2,983.00
	(LONG-TERM LOAN)				2,983.00
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
4/5/07	24701	Dr. Renuka Misra			\$8,949.00

XECHEM, INC.
100 JERSEY AVE.
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901

THE
BANK OF
NEW
YORK
55-2711212

24701

Memo:

24701

Apr 5, 2007

*****\$8,949.00

CHECK NO.

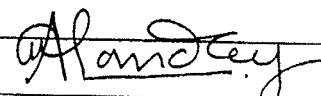
DATE

AMOUNT

PAY TO THE ORDER OF: Eight Thousand Nine Hundred Forty-Nine and 00/100 Dollars

Dr. Renuka Misra
1405 KEY PARKWAY EAST
UNIT 201A
FREDERICK, MD 21702

VOID AFTER 60 DAYS



AUTHORIZED SIGNATURE

Details on back



⑈024701⑈ ⑈021202719⑈ ⑈6104936294⑈

\$

XECHEM, INC.

24840

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	INT. - MAY & JUNE 2007 (LONG-TERM LOAN)				5,966.00
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
6/6/07	24840	Dr. Renuka Misra			\$5,966.00

XECHEM, INC.
100 JERSEY AVE.
BLDG. 8, SUITE 310
NEW BRUNSWICK, NJ 08901

THE
BANK OF
NEW
YORK
55-271/1212

24840

24840

Jun 6, 2007

*****\$5,966.00

Memo:

CHECK NO.

DATE

AMOUNT

PAY Five Thousand Nine Hundred Sixty-Six and 00/100 Dollars
TO THE ORDER OF:

Dr. Renuka Misra
1405 KEY PARKWAY EAST
UNIT 201A
FREDERICK, MD 21702

VOID AFTER 60 DAYS

Roadney

AUTHORIZED SIGNATURE

⑈024840⑈ ⑆021202719⑆ ⑈6104936294⑈

Details on back
F

IN'2-2007.0

INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7/31/07	1,500.00		1,500.00
7/31/07	(2,983.00)		2,983.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
8/13/07	25104	Dr. Renuka Misra		\$4,483.00

25104

XECHEM, INC.
100 JERSEY AVE.
BLDG. B, SUITE 310
NEW BRUNSWICK, NJ 08901

JPMorgan
Private Bank

JPMorgan Chase Bank, N.A.
New York, New York, U.S.A.

Memo:

25104

Aug 13, 2007

*****\$4,483.00

CHECK NO.

DATE

AMOUNT

PAY TO THE ORDER OF: Four Thousand Four Hundred Eighty-Three and 00/100 Dollars

OF: Dr. Renuka Misra
1405 KEY PARKWAY EAST
UNIT 201A
FREDERICK, MD 21702

VOID AFTER 60 DAYS

AUTHORIZED SIGNATURE

⑈025104⑈ ⑆021000021⑆

6104936294⑈

Details on back

A

XECHEM, INC.

25176

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
083107		8/31/07	4,483.00		4,483.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
9/14/07	25176	Dr. Renuka Misra		\$4,483.00

25176

XECHEM, INC.
100 JERSEY AVE.
BLDG. B SUITE 100
NEW BRUNSWICK, NJ 08901

JPMorgan Chase Bank
Private Bank

MEMO: 25176 DATE: 9/14/2007 AMOUNT: *****\$4,483.00

CHECK NO. DATE AMOUNT

PAY TO THE ORDER OF: Dr. Renuka Misra
1405 KEY PARKWAY EAST
UNIT 201A
FREDERICK, MD 21702

VOID AFTER 60 DAYS

AUTHORIZED SIGNATURE

Details on back

⑈025176⑈ ⑆021000021⑆

6104936294⑈

EXHIBIT

H

<DOCUMENT>
<TYPE>8-K
<SEQUENCE>1
<FILENAME>xechem8kfeb272008vfinal.txt
<TEXT>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 27, 2008

XECHEM INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	000-23788	22-3284403
-----	-----	-----
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

379 Thornall, Edison, NJ 08818

(Address of principal executive offices and Zip Code)

Registrant's telephone number, including area code (732) 205-0500

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

<PAGE>

SECTION 2 - FINANCIAL INFORMATION

Item 2.04 - TRIGGERING EVENTS THAT ACCELERATE OR INCREASE A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT

Defaults on Senior Securities

The Company is in default on its Debentures with Investors who purchased the Debentures for a total of \$7,049,375 in April 2007, by reason of non-payment, and several other breaches of covenants, including that the Company is not current in its SEC filings.

The Company cannot determine now whether it will be able to cure any or all of the defaults and the Company does not have funds or revenues sufficient to pay off the Debentures.

SECTION 8 - OTHER EVENTS

Item 8.01 - OTHER EVENTS

Pending Legal Action

The Company has been sued by Dr. Renuka Misra claiming breach of contract and compensation under a consulting agreement with Xechem International, Inc. The Company is defending the action and believes that it does not owe Dr. Misra for services not performed.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 27, 2008

XECHEM INTERNATIONAL, INC.

By: /s/ Robert Swift

Robert Swift, Chief Oversight Officer

</TEXT>
</DOCUMENT>